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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

TUTORING CLUB, LLC a Nevada limited liability company,

Case No.: 2:13-cv-01062-KJD-GWF

**Plaintiff,**

VS.

WILLIAM W. GROSS,

**ORDER GRANTING  
MOTION FOR DEFAULT JUDGMENT**

**Defendant.**

Before the Court is Plaintiff Tutoring Club, LLC’s (“Tutoring Club”) Motion for Default Judgment [Docket # 11]. After considering the Motion, as well as the Affidavits and Exhibits filed in support of the Motion, the Court finds that the Motion was timely filed and duly noticed. The Court further finds that this action was commenced on June 14, 2013 by the filing of a Complaint against Defendant William W. Gross (“Gross”). On June 20, 2013, Gross was personally served with a copy of the Summons and Complaint. On July 16, 2013, Tutoring Club filed a Motion for Entry of Default after Gross failed to timely respond to the Complaint. On July 17, 2013, the Court Clerk properly entered a Default against Gross.

1 After consideration of the factors set forth in *Eitel v. McCool*, 782 F.2d 1470, 1471-72 (9th  
2 Cir. 1986), the Court finds that good cause exists to grant the monetary and equitable relief requested  
3 in the Motion. Accordingly, it is hereby **ORDERED, ADJUDGED AND DECREED** that a  
4 Judgment be entered in favor of Tutoring Club and against Gross as follows:

- 5 1. Damages for breach of contract in the amount of \$65,128.90;
- 6 2. Damages for violation of 15 U.S.C. § 1114(1)(a) and 15 U.S.C. § 1125(a) in the  
7 amount of \$1,467.76;
- 8 3. Attorneys' fees in the amount of \$6,610.50 and costs in the amount of \$606.58;
- 9 4. Post-Judgment interest in accordance with 28 U.S.C. § 1961; and
- 10 5. A permanent injunction as follows:

11 (a) That defendant Gross be immediately and permanently enjoined and restrained from  
12 working, directly or indirectly, in any competing business offering tutoring services, or otherwise  
13 competing against Tutoring Club in any way in violation and breach of the one-year non-compete  
14 restrictions in the Franchise Agreement, including the solicitation of Tutoring Club's customers and  
15 use of Confidential Information, for a period of one year from the date of entry of this Order  
16 pursuant to the non-compete restrictions in the Franchise Agreement, and within the geographic area  
17 described in the Franchise Agreement.

18 (b) That defendant Gross be immediately and permanently enjoined from using Tutoring  
19 Club, LLC's name, as well as the Tutoring Club Marks, defined in the Franchise Agreement to  
20 include: service marks, trademarks, trade names, trade dress, logos, slogans and commercial  
21 symbols used to identify tutoring centers or the services and products offered by Tutoring Club;

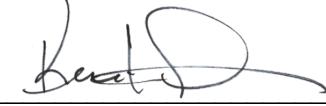
22 (c) That defendant Gross be immediately and permanently enjoined from using Tutoring  
23 Club LLC's "System Standards," defined in the Franchise Agreement to include: trade secrets;  
24 intellectual property; Tutoring Club's Systems Manual and know-how; the Tutoring Club distinctive  
25 interior design, décor, fixtures and furnishings; all marketing, advertising, publicity, public relations,  
26 and other promotional materials and programs; materials and programs for recruiting, hiring and  
27 training tutors; all written proprietary tutoring materials and programs; all computer software  
28 licensed for use by Tutoring Club; and all service quality and client satisfaction standards and

1 programs;

2 (d) That defendant Gross be immediately and permanently enjoined from using Tutoring  
3 Club LLC's "Confidential Information," defined in the Franchise Agreement to include: the  
4 Systems Manual; System Standards; quality-control systems; tutoring, recruiting, and training  
5 materials and programs; tutoring materials and programs; computer software; information regarding  
6 salary research; items, services, developments, inventions, processes, techniques, and designs;  
7 marketing programs; finances; field operations; employee recruiting; and supplier relations.

8 Dated: August 30, 2013

9 **IT IS SO ORDERED.**

10   
11 UNITED STATES DISTRICT JUDGE

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